

Appendix C: Cooperative Agreement Between the National Park Service and the City of New Orleans

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AGREEMENT NO. 1443CA509097015

COOPERATIVE AGREEMENT between NATIONAL PARK SERVICE and THE CITY OF NEW ORLEANS

ARTICLE I - BACKGROUND AND OBJECTIVES

This agreement is entered into by and between the United States Department of the Interior, acting by and through the National Park Service (hereinafter the **SERVICE**), and the City of New Orleans (hereinafter the **CITY**).

WHEREAS, the Act of October 31, 1994, 16 U.S.C. § 410bbb et seq. established the New Orleans Jazz National Historic Park. The expressed purposes of the park are to preserve the origins of jazz, provide visitors with an opportunity to experience jazz, and to establish educational partnerships that will ensure the continuation of jazz. To accomplish these purposes, Congress appropriated funds and expressed its desire that the **SERVICE** accommodate the visiting public prior to the completion of the park's General Management Plan.

WHEREAS, the parties derive significant benefits from this agreement. It establishes a framework for the **SERVICE** to expend appropriated funds for the preservation and adaptation of historic buildings owned by the **CITY**. These actions shall provide the visiting public with an educational visitor's center in which it can learn about jazz and a performance venue where it can hear and experience the continuing legacy of jazz in New Orleans.

WHEREAS, the **SERVICE** has authority to enter into cooperative agreements which provide for the expenditure of appropriated funds on non-federally owned properties to "assist in rehabilitating, restoring, marking, and interpreting and . . . provid[ing] technical assistance for the preservation and interpretation of such properties." 16 U.S.C. § 410bbb-2(e)(1). In addition, the **SERVICE** has specific authority to enter into an agreement with the **CITY** under which the **CITY** may contribute to the acquisition, construction, operation, and maintenance of a park interpretive center. 16 U.S.C. § 410bbb-2(e)(2).

WHEREAS, Public Law 104-208, 110 Stat. 3009, appropriated \$3,000,000.00 to be expended for the New Orleans Jazz National Historic Park for the purposes set forth above. Conference Report No. 104-863 expressed Congress' desire that the **SERVICE** expend the appropriated funds in whole or in part prior to completion of the park's General Management Plan in order to accommodate the visiting public.

WHEREAS, by virtue of the provisions of the Home Rule Charter of the City of New Orleans (Sec. 9-314), the **CITY** has authority to enter into this agreement and to convey a long term leasehold interest in the property in consideration for the rehabilitation and improvements which shall be made to the property by the **SERVICE**.

ARTICLE II - STATEMENT OF WORK

NOW THEREFORE, in consideration of the above and in the interest of both parties, they hereby enter into the following Agreement:

A. The CITY Agrees to:

1. Cooperate with the **SERVICE** in obtaining title evidence demonstrating that the **CITY** is the unencumbered owner of the Jazz Complex, consisting of the following:
 - a. Perseverance Hall
 - b. Caretaker's Residence
 - c. Reimann House
 - d. Rebassa House
 - e. Elevator Tower and Breezeway
 - f. Appurtenant fencing, landscaping, parking lots, and other fixtures
2. Grant immediate possession of the Jazz Complex to the **SERVICE**, together with the right to fence and secure the Jazz Complex and undertake the Restoration Plan, previously approved by the **CITY**. The term of possession shall coincide with the term of this agreement.
3. Lease, upon completion of the Restoration Plan and the General Management Plan, to the **SERVICE** for administration as a part of the New Orleans Jazz National Historical Park all lands and appurtenances within the Jazz Complex. Consideration for the lease shall consist of the rehabilitation and improvements to the property accomplished by the Restoration Plan. The lease shall be granted for an initial term of 50 years with an extended term of renewal at the option of the **SERVICE** for an additional 49 years. The lease shall be non-revocable, except in the case of abandonment of park purposes.
4. Permit the **SERVICE** to use adjacent areas of the Louis Armstrong Park; firehouse, Congo Square, Mahalia Jackson Theater and associated parking facilities in order to accomplish its Congressionally-mandated mission of interpreting and fostering the preservation of jazz in New Orleans. The particular manner of use, times of use, and

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contribution of funding and/or personnel for the care and maintenance of these areas shall be developed in a separate agreement between these same parties.

5. Permit the SERVICE, in accordance with its usual and customary practices and in a manner consistent with applicable zoning laws and regulations, to erect a sign for the New Orleans Jazz National Historical Park on CITY-owned property at the corner of Ramparts and St. Philip Streets.

B. The SERVICE Agrees to:

1. Prepare a boundary map and plat of the Jazz Complex, depicting all of the appurtenant structures, fixtures, and improvements thereto. Upon completion, the CITY shall be afforded an opportunity to review and approve the final map.

2. Prepare a Restoration Plan for the repair, improvement, adaptation, and rehabilitation of the appurtenant structures and other features within the Jazz Complex. The Restoration Plan will be provided to the CITY for its review and approval prior to undertaking any of the actions described therein.

3. Be responsible for the maintenance and general upkeep of the Jazz Complex, during the term of possession referenced in Paragraph II(A)(2), and to make utility payments associated with its operation and maintenance of the Jazz Complex.

4. Expend such sums as are appropriated and, within its discretion, are administratively allocated to carry out the Restoration Plan.

5. Work diligently to complete a General Management Plan for the operation of the New Orleans Jazz National Historic Park.

6. Administer the lands and appurtenant structures of the Jazz Complex as a part of the New Orleans Jazz National Historic Park.

7. Oversee the process to ensure compliance with all applicable laws.

C. Both Parties Further Agree:

1. Nothing in this agreement shall obligate the SERVICE to expend any sums of money that have not been appropriated and administratively allocated for the uses described herein. The total cost appropriated for this project is \$3,000,000.00.

2. The liability of the United States for the negligent acts and omissions of its employees, arising from the execution of

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this agreement, shall be governed by the terms of the Federal Tort Claims Act, 28 U.S.C. § 2671 et seq. Likewise, the liability of the CITY shall be governed by the laws of the State of Louisiana.

3. The SERVICE takes possession of the property with full knowledge that the buildings are infested with termites. The lease of the Jazz Complex to the United States shall waive any warranty against redhibitory defects, but only with respect to the termite infestation.

ARTICLE III - TERM OF AGREEMENT

This agreement shall commence on the last date that it is executed by the signatory parties below, and it shall remain in effect for five years, or until the General Management Plan is completed, which ever occurs sooner.

ARTICLE IV - KEY OFFICIALS

NATIONAL PARK SERVICE:

Jerry Belson
Regional Director
Southeast Region
National Park Service
100 Alabama Street, SW
1924 Building
Atlanta, GA 30303
(404) 562-3100

THE CITY OF NEW ORLEANS:

Marc Morial
Mayor, New Orleans
1300 Perdido Street
New Orleans, LA 70122

Dianne Mitchell
Contracting Officer
Southeast Region
National Park Service
100 Alabama Street, SW
1924 Building
Atlanta, GA 30303
(404) 562-3163

ARTICLE V - AWARD

The SERVICE will obligate the amount of \$3,000,000.00 in accordance with ARTICLE I above.

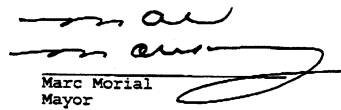
ARTICLE XIII - Authorizing Signatures

IN WITNESS WHEREOF, the parties hereto have signed their names and executed this Agreement on the date hereinbelow last written.

The United States of America
U.S. Department of the Interior
National Park Service


The City of New Orleans

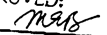

Jerry Belson
Regional Director
Southeast Region


Marc Morial
Mayor

April 7, 1998
Date

March 6, 1998
Date


Dianne Mitchell
Contracting Officer
Southeast Region
4-8-98
Date

APPROVED:

LAW DEPARTMENT
CITY OF NEW ORLEANS